

## **FOOD SERVICES AGREEMENT**

This agreement is made and entered into by and between the Montana Department of Corrections, Montana Women's Prison, 701 South 27<sup>th</sup>, Billings, Montana, 59101 (hereinafter referred to as "MWP") and Alternatives, Inc., 3109 First Avenue North, Billings, Montana, 59101 (hereinafter referred to as "ALTERNATIVES"), under the following circumstances:

WHEREAS, MWP is a Department of Corrections facility charged with the responsibility to house and rehabilitate adult female offenders sentenced to prison by a court/judge in Montana; and

WHEREAS, MWP places female offenders into an ALTERNATIVES facility in Billings, MT. for the purpose of rehabilitation and/or prerelease services; and

WHEREAS, ALTERNATIVES is in the process of completely renovating a former hotel for the purpose of rehabilitating offenders as directed under contract with the Montana Department of Corrections; and

WHEREAS, ALTERNATIVES has not yet completed construction of the kitchen area in this new facility and is not solely capable of efficiently providing meals to offenders under their care without assistance from another party.

NOW THEREFORE, the parties agree to the following terms and conditions:

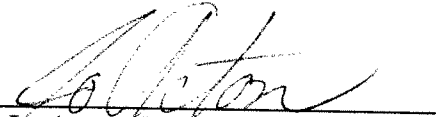
1. MWP will provide ALTERNATIVES with up to 900 meals per day, as requested in advance by ALTERNATIVES.
2. MWP will begin providing meals on or about March 1, 2007 and will continue to provide meals on a temporary, short-term basis, until ALTERNATIVES is able to operate its own kitchen facility which is estimated to occur on or about May 15<sup>th</sup>, 2007.
3. MWP will provide meals in accordance with the appropriate recommended daily requirements.
4. MWP will provide all meals in appropriate serving ware and ALTERNATIVES agrees to return all serving ware in the same conditioned it was received. ALTERNATIVES agrees to reimburse MWP for all serving ware damaged by staff or offenders under their employment, care, or custody.
5. ALTERNATIVES agrees to pay MWP \$1.50 for each meal prepared/delivered to ALTERNATIVES facility.
6. Jo Acton, Warden, MWP (247-5100), will be liaison for DEPARTMENT and David Armstrong, Director, Alternatives, Inc. (259-9695, x107), will be liaison for ALTERNATIVES Any notice under this agreement must be in writing and submitted to the parties hereto.
7. This agreement contains the entire agreement between the parties. No statements, promises or inducements made by the parties or agents of the parties that are not contained in this agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except by written amendment.

8. This Food Services Agreement is separate and exclusive from any other agreement or contract between the Montana Department of Corrections and Alternatives, Inc.

The signatories to this agreement represent and certify that they have full legal and policy authority to sign this agreement on behalf of the party they represent.

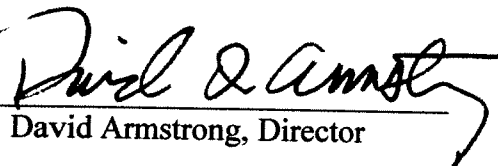
IN WITNESS WHEREOF, this agreement is made and entered into this 23<sup>rd</sup> day of April, 2007.

**MONTANA DEPARTMENT OF CORRECTIONS**

By:   
Jo Acton, Warden, MWP

4-24-07  
Date

**ALTERNATIVES, INC.**

By:   
David Armstrong, Director

5/3/07  
Date